

Decision _____

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Jon T. Freeman,

Complainant,

vs.

Pacific Gas and Electric Company,

Defendant.

(U 39 M)

(ECP)

Case 03-02-030

(Filed February 25, 2003)

OPINION DENYING REQUEST FOR RELIEF

Summary

Jon T. Freeman (Complainant) requests that he not be held responsible for an unpaid bill for \$497.50 from Pacific Gas and Electric Company (PG&E) for service to 53 Potomac Street, San Francisco. He says he paid his share of the bill to his roommate Kevin McKie (McKie), who moved out without paying PG&E.

Complainant argues that the unpaid bill should be transferred to the PG&E account of another party, Adam Larson Broder (Broder), at whose home McKie currently resides. According to Complainant, Broder lived with McKie at 53 Potomac during the period in question and they moved out together.

PG&E says that its information is that Broder was a guest rather than a resident at 53 Potomac. PG&E believes that, at most, Broder's liability for the

unpaid bill is questionable. PG&E seeks payment from Complainant as his liability under PG&E Rule 3.C, is irrefutable.

We reject Complainant's argument. We are not persuaded that PG&E has to seek recovery from Broder before it can seek recovery from Complainant. PG&E's Rule 3.C states "where two or more adults occupy the same premises, they shall be *jointly and severally* liable for energy supplied." There is no question that Complainant was a resident at 53 Potomac during the period in question. Therefore, irrespective of Broder, PG&E may separately seek recovery from Complainant. Complainant's request is denied.

The Facts

This complaint involves disputed liability for unpaid energy charges of \$497.50, incurred between December 13, 2001, through March 15, 2002, at 53 Potomac. The Complainant has been a tenant at 53 Potomac since at least 1997. The PG&E bill was in the name of his roommate, Kevin McKie, from June 12, 1996 through March 15, 2002. On March 15, 2002, after notification by PG&E that service would be terminated for nonpayment, Complainant requested that the PG&E service be placed in Complainant's name as McKie had moved out. McKie's PG&E account was closed with an outstanding balance of \$497.50. McKie did not pay the bill, and PG&E's records indicate that McKie has not established a new PG&E account under his name. On October 9, 2002, PG&E notified Complainant that he was responsible for outstanding \$497.50.

Positions of the Parties

Evidentiary hearing was held on April 10, 2003, in San Francisco. Testimony was provided by Complainant on his own behalf, and by Lena Lopez for PG&E.

Complainant contends that Broder should be responsible for the unpaid bill because: Broder's name is on the lease to 53 Potomac, he received mail at that address, had furniture and clothing in the apartment, and he represented to others that he and McKie had been partners for many years and shared the same common residence.

Complainant disputes PG&E's assertions that Broder's former landlord told PG&E that Broder did not reside at 53 Potomac during the period in question. Further, Complainant argues that PG&E should have told him when he signed up for service that he would be liable for the unpaid bill. He says that had he known that he would be held responsible, he would not have signed up for service.

PG&E points out that Complainant's own admissions to PG&E verify that Broder kept a separate residence in Southern California, and stayed with McKie when he was in town. Broder has admitted to extended weekends, visiting friends who reside at 53 Potomac, but denies being a tenant since 1998. According to PG&E, even if Broder did in fact reside as a tenant at 53 Potomac between December 2001 and March 2002, Broder's individual liability for the joint service would be no greater than the Complainant's under PG&E's Rule 3.C. Therefore, there would be no reason for PG&E to transfer the unpaid bill from one joint tenant to another joint tenant who each have equal liability. Further, based on the information provided to PG&E by the Complainant, PG&E believes that the Complainant's primary residence has been and remains 53 Potomac; whereas, Broder's residency and therefore liability for joint service is unsubstantiated.

Further, PG&E points out that Complainant stated that in January of 2002, he took over collecting payments from the various roommates that reside at

53 Potomac. He provided PG&E with copies of checks for the rent that were made out to the Complainant, which included a payment from McKie, but did not include a payment from Broder. According to PG&E, these checks substantiate that: (1) Broder did not pay rent at 53 Potomac in 2002, (2) it was in fact the Complainant who collected funds from the roommates as early as January 1, 2002, and (3) the Complainant, as a demonstrated primary tenant, has undisputable liability for the PG&E service provided through March 15, 2003, under PG&E's Rule 3.C.

Discussion

As a preliminary matter, we note that Complainant did not provide satisfactory evidence to back up his claim that he paid his share of the unpaid PG&E bill to McKie. Therefore, as a matter of equity, we are not persuaded that Complainant should be relieved of his responsibility for the unpaid bill.

Turning to the facts before us, we need not reach the question of whether Broder was a guest or a resident at 53 Potomac during the period in question. As PG&E's Electric Rule 3.C. – Individual Liability for Joint Service states:

“Where two or more persons join in one application or contract for service, they shall be jointly and severally liable thereunder and shall be billed by means of a single periodic bill mailed to the person designated on the application to receive the bill. Whether or not PG&E obtained a joint application, **where two or more adults occupy the same premises, they shall be jointly and severally liable for bills for energy supplied.**” [Emphasis added.]

Therefore, we conclude that as an adult occupying the same premises as McKie during the period in question, Complainant is also liable for the unpaid

bill. And, since the liability is *joint and several*, PG&E may seek recovery from Complainant separately.¹ Furthermore, we reject Complainant's argument that PG&E should have informed him that he would be liable for the unpaid bill if he signed up for service. Regardless of whether he did nor did not sign up for service, Complainant is liable for the unpaid bill and PG&E could have sought recovery of the unpaid bill from him. Complainant's request that he not be held responsible for the unpaid bill, is denied.

O R D E R

IT IS ORDERED that:

1. The complaint of Jon T. Freeman requesting relief from payment of Pacific Gas and Electric Company's (PG&E) bill for \$497.50 is denied.
2. The amount of \$497.50 held in escrow by the Commission shall be disbursed to PG&E.
3. This proceeding is closed.

This order is effective today.

Dated _____, at San Francisco, California.

¹ See Black's Law Dictionary for meaning of "joint and several."